



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the "*Act*"), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 11, 2017, the landlord personally served the tenant the Notice of Direct Request Proceeding. The landlord had a witness sign the Proof of Service of the Notice of Direct Request Proceeding to confirm personal service. Based on the written submission of the landlord and in accordance with section 89 of the *Act*, I find that the tenant has been duly served with the Direct Request Proceeding documents on September 11, 2017, the day it was personally served to her.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

Background and Evidence

The landlord submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and tenant on March 01, 2017, indicating a monthly rent of \$1,200.00, due on the first day the month, for a tenancy commencing on March 01, 2017;
- A Monetary Order Worksheet showing the rent owing and paid during the relevant portion of this tenancy; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice), undated, with a stated effective vacancy date of September 08, 2017, for \$1,200.00 in unpaid rent.

Analysis

Section 52 of the *Act* provides the following requirements regarding the form and content of notices to end tenancy:

52 *In order to be effective, a notice to end a tenancy must be in writing and must*

- (a) **be signed and dated** by the landlord or tenant giving the notice,
- (b) **give the address of the rental unit,**
- (c) *state the effective date of the notice,...and*
- (e) *when given by a landlord, be in the approved form...*

I have reviewed all documentary evidence and I find that the 10 Day Notice is not dated by the landlord. I note the landlord did provide a date in the section below the signature portion of the Notice relating to service, but did not date the 10 Day Notice itself. I further find that the 10 Day Notice does not provide the complete address of the rental unit in which the tenant is to move out of. I find that these omissions invalidate the 10 Day Notice as the landlord has not complied with the provisions of section 52 of the *Act*.

Therefore, I dismiss the landlord's Application to end this tenancy and obtain an Order of Possession on the basis of the undated 10 Day Notice submitted with this Application, without leave to reapply.

The undated 10 Day Notice is cancelled and of no force or effect.

Conclusion

The landlord's Application for an Order of Possession on the basis of the undated 10 Day Notice is dismissed, without leave to reapply.

The undated 10 Day Notice is cancelled and of no force or effect.

This tenancy continues until it is ended in accordance with the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 15, 2017

Residential Tenancy Branch